

EXHIBIT D

Execution Copy

LIMITED WAIVER TO FOURTH AMENDED AND RESTATED MULTI-DRAW TERM NOTE
AND
OTHER CREDIT DOCUMENTS
 (this "Limited Waiver")

Dated as of: May 11, 2022

Reference is hereby made to that certain (i) Fourth Amended and Restated Multi-Draw Term Note, dated as of November 30, 2021 (the "Note"), by Aralpa Holdings Limited Partnership, a New Brunswick limited partnership, by its general partner Yucon Mining LLC ("Borrower") in favor of Citibank, N.A., ("Lender"); (ii) Security Agreement, dated as of September 30, 2019 (as amended and reaffirmed by that certain Amendment No. 1 to Security Agreement dated as of March 18, 2020, that certain Amendment No. 2 and Reaffirmation of Security Agreement, dated as of April 12, 2021, and that certain Amendment No. 3 and Reaffirmation of Security Agreement, dated as of November 30, 2021, the "Security Agreement") by Borrower as grantor in favor of Lender; (iii) Security Agreement, dated as of April 12, 2021 (as amended and reaffirmed by that certain Amendment No. 1 and Reaffirmation of Security Agreement, dated as of November 30, 2021, the "Spanish Security Agreement") by Promexcap Spain, S.L., a Spanish private company (sociedad de responsabilidad limitada) in favor of Lender and (iv) Amended and Restated Guaranty Agreement, dated as of September 30, 2019 (as amended and reaffirmed by that certain Amendment and Reaffirmation of Guaranty Agreement, dated as of April 12, 2021, and that certain Amendment No. 2 and Reaffirmation of Guaranty Agreement, dated as of November 30, 2021, the "Guaranty"), made by Rodrigo Lebois Mateos in favor of Lender. Capitalized terms used in this Limited Waiver to Fourth Amended and Restated Multi-Draw Term Note and Other Credit Documents (this "Limited Waiver") and not otherwise defined herein have the meaning ascribed to those terms in the Note.

Lender hereby agrees to waive the following Events of Default in the Credit Documents (the "Specified Limited Waivers") in accordance with the terms and conditions set forth herein:

1. An Event of Default has occurred under Sections 11(i), (j) and (p) of the Note, Sections 6(k) and (l) of the Spanish Security Agreement, Sections 5(k) and (l) of the Security Agreement, and Sections 9(m), (n) and (s) of the Guaranty. The Lender has agreed to waive such Events of Default on the terms and conditions set forth herein; provided, that Borrower shall, and shall cause the other Obligors to, deposit additional Securities Assets consisting of Unifin Shares representing up to 15% of the total outstanding Unifin Shares, into the Accounts no later than May 13, 2022 (such Unifin Shares representing in excess of 10% but no more than 15% of the outstanding Unifin Shares, the "Additional Unifin Shares"), until the earlier of (x) the date the Collateral Value equals or exceeds the Coverage Level (without taking into account the Additional Unifin Shares) and (y) to and including July 31, 2022 (such period, the "Coverage Deficiency Limited Waiver Period").

2. An Event of Default has occurred under Section 11(p) of the Note. The Lender has agreed to waive such Event of Default for the period commencing on March 31, 2022 and ending on May 31, 2022 (such period, the "Unencumbered Liquidity Limited Waiver Period").

3. The Specified Limited Waivers set forth above shall be retroactively effective from (and including) March 31, 2022 and shall only apply (i) with respect to the Specified Limited Waiver set forth in Section 1 for the Coverage Deficiency Limited Waiver Period, and (ii) with respect to Specified Limited Waiver set forth in Section 2 for the Unencumbered Liquidity Limited Waiver Period. The Specified Limited Waivers set forth above shall be limited precisely as written and relate solely to the Specified Limited Waivers and nothing in this Limited Waiver shall be deemed to constitute a consent to non-compliance by Borrower or any other Obligor with respect to any other term, provision or condition of the Note or any other Credit Document or any other instrument or agreement referred to therein or prejudice any right or remedy that Lender may now have or may have in the future under or in connection with any Credit Document or any other instrument or agreement referred to therein.

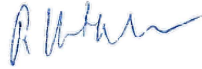
Except as expressly modified by this Limited Waiver, the Note and the other Credit Documents shall continue in full force and effect.

This Limited Waiver and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Limited Waiver and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow.]

IN WITNESS WHEREOF, Lender has caused this Limited Waiver to be executed by its officer thereunto duly authorized, as of the date first above written.

CITIBANK, N.A.



By: _____

Name: Vasantha Kumar Ranganathan

Title: Vicepresident